

The Honorable Robert S. Lasnik



06-CV-01295-BCST

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

NAOMI SINOR WOODS AND MICHAEL  
WOODS, a married couple,

Plaintiffs,

v.

ALL STATES MOVING & STORAGE,  
LLC; ALL STATES MOVERS, INC.;  
UNION MOVING LLC; ALL STATES  
VAN LINES, INC.; and ANTHEM CLAIM  
MANAGEMENT, LLC,

Defendants.

NO. CV6-1295 RSL

~~PROPOSED~~ FINDINGS OF FACT AND  
CONCLUSIONS OF LAW IN SUPPORT  
OF DEFAULT JUDGMENT AGAINST  
ALL STATES MOVING & STORAGE,  
LLC, ALL STATES MOVERS, INC.,  
UNION MOVING, LLC, ALL STATES  
VAN LINES, INC., AND ANTHEM  
CLAIM MANAGEMENT, LLC

THIS MATTER having come on before the undersigned judge on the motion of Plaintiffs Naomi Sinor Woods and Michael Woods ("Woods") for Default Judgment against All States Moving & Storage, LLC, All States Movers, Inc., Union Moving, LLC, All States Van Lines, Inc., and Anthem Claim Management, LLC, and the Clerk having previously entered Orders of Default against All States Moving & Storage, LLC, All States Movers, Inc., Union Moving, LLC, All States Van Lines, Inc., and Anthem Claim Management, LLC, and the Court having considered the declarations of Naomi Sinor Woods and Ryan W. Sternoff in support of Woods' Motion, now, therefore, the Court enters the following:

~~PROPOSED~~ FINDINGS OF FACT AND CONCLUSIONS OF  
LAW IN SUPPORT OF DEFAULT JUDGMENT AGAINST  
ALL STATES MOVING & STORAGE, LLC, ALL STATES  
MOVERS, INC, UNION MOVING, LLC, ALL STATES VAN  
LINES, INC., AND ANTHEM CLAIM MANAGEMENT, LLC  
(CV6-1295 RSL) - 1  
73217.1 / 026354.00001



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## FINDINGS OF FACT

1. The Woods contracted with Defendant Union Moving, LLC, a moving company headquartered in Detroit, Michigan, to transport their personal property from Quinton, Virginia to Sammamish, Washington.

2. Union Moving, LLC, subcontracted with Defendant All States Moving & Storage, LLC, All States Movers, Inc., and/or All States Van Lines, Inc., to transport the Woods' personal property, including furniture, household items, and clothing ("Property") from Virginia to Washington.

3. Defendants Union Moving, LLC, All States Moving & Storage, LLC, All States Movers, Inc., and All States Van Lines, Inc., operated jointly to provide transportation services.

4. The majority of the Woods' Property was damaged, destroyed, lost, or stolen by Defendants Union Moving, LLC, All States Moving & Storage, LLC, All States Movers, Inc., and All States Van Lines, Inc., during transport. The Property that did arrive in Washington was in different shipping boxes than the boxes in which the Property was originally packed by the Woods, and the boxes and Property showed evidence of substantial exposure to water. No explanation or information was or has ever been provided to the Woods as to what occurred.

5. Some of the Woods' Property was never delivered and remains missing.

6. When the Property was delivered, the Woods were told that they must pay an additional cash amount of \$300.00 in order for their furniture to be moved from the van into their home. This was untrue and was not a part of their contract. The Woods were also wrongly charged \$200.00 for tape, boxes, and blankets, which were to be included in the original contract price and were not extras under the contract pursuant to 49 CFR § 375, *et seq.*

7. Following delivery of their Property, the Woods contacted Defendants in an attempt to file a claim and recover their substantial loss. The Woods were referred to Defendant Anthem Claim Management, LLC ("Anthem"). Anthem assessed the Woods' claim, and

1 wrongly advised the Woods that they did not have a claim that could be compensated under the  
 2 law. Anthem also attempted to obtain a release from the Woods based on the false information it  
 3 supplied to the Woods regarding their claim.

4 Based on the foregoing Findings of Fact, the Court now makes the following:

### 5 CONCLUSIONS OF LAW

6 1. This Court has jurisdiction under 49 U.S.C. §14706, 28 U.S.C. §1331 and §1367.

7 2. Defendants Union Moving, LLC, All States Moving & Storage, LLC, All States  
 8 Movers, Inc., and All States Van Lines, Inc., breached their contract with Plaintiffs by damaging  
 9 the Property and failing to deliver the Property, and Plaintiffs have suffered actual damages as a  
 10 result of Defendants' breach.

11 3. Defendants Union Moving, LLC, All States Moving & Storage, LLC, All States  
 12 Movers, Inc., and All States Van Lines, Inc., violated 49 U.S.C. §14706, *et seq.*, by failing to  
 13 compensate Plaintiffs for actual losses for which Defendants are liable.

14 4. Defendants Union Moving, LLC, All States Moving & Storage, LLC, All States  
 15 Movers, Inc., and All States Van Lines, Inc., violated 49 CFR §375, *et seq.*, authorized under  
 16 49 U.S.C. §14104, by failing to provide Plaintiffs with a copy of *Your Rights and*  
 17 *Responsibilities When You Move*.

18 5. Defendant Union Moving, LLC, All States Moving & Storage, LLC, All States  
 19 Movers, Inc., and All States Van Lines, Inc., violated 49 U.S.C. §13901, *et seq.*, by failing to  
 20 register with the United States Department of Transportation and 49 U.S.C. §13303 by failing to  
 21 register with the appropriate authority in Washington.

22 6. Defendants violated the Washington Consumer Protection Act, RCW 19.86.010,  
 23 *et seq.*, by engaging in deceptive acts and practices in trade or commerce that resulted in injury  
 24 to the Woods.

7. The Woods have suffered damages in the form of economic loss for repair or replacement of damaged, destroyed, lost or stolen property, and for wrongful payments made to Defendants in the principal sum of \$40,706.26. The Woods are entitled to judgment against All States Moving & Storage, LLC, All States Movers, Inc., Union Moving, LLC, All States Van Lines, Inc., and Anthem Claim Management, LLC, for this sum.

8. The Woods are entitled to treble damages under RCW 19.86.010 in the amount of \$10,000. The Woods are entitled to judgment against All States Moving & Storage, LLC, All States Movers, Inc., Union Moving, LLC, All States Van Lines, Inc., and Anthem Claim Management, LLC, for this sum.

9. The Woods have incurred reasonable attorneys' fees in the amount of \$18,908.00 and reasonable costs in the amount of \$812.64, all of which are payable by All States Moving & Storage, LLC, All States Movers, Inc., Union Moving, LLC, All States Van Lines, Inc., and Anthem Claim Management, LLC, pursuant to 49 CFR §375, *et seq.*, 49 U.S.C. § 13901, *et seq.*, 49 U.S.C. § 14707, and RCW 19.86.010, *et seq.*, the Woods are entitled to judgment against All States Moving & Storage, LLC, All States Movers, Inc., Union Moving, LLC, All States Van Lines, Inc., and Anthem Claim Management, LLC, for this sum.

10. The Woods are entitled to judgment in the total amount of \$70,426.90, for which All States Moving & Storage, LLC, All States Movers, Inc., Union Moving, LLC, All States Van Lines, Inc., and Anthem Claim Management, LLC, are jointly and severally liable.

DONE IN OPEN COURT this 6<sup>th</sup> day of Nov., 2007.

  
THE HONORABLE ROBERT S. LASNIK

1 Presented by:

2 **AHLERS & CRESSMAN PLLC**

3  
4 By: /s/ Ryan W. Sternoff

Christina Gerrish Nelson, WSBA #29278

5 Scott R. Sleight, WSBA #27106

6 Ryan Sternoff, WSBA #37021

Attorneys for Plaintiffs

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